

**FLEET LINK  
STATE EMPLOYEE VANPOOL PROGRAM  
DRIVER/RIDER CONTRACT**

The purpose of this contract is to establish the policies and procedures as related to providing of a vehicle, to any group of State employees, for their transportation to and from places of employment. The program (named Fleet Link) was established under Delaware Code, Title 29, §7106(d).

This program is a pre-tax Qualified Transportation benefit provided pursuant to 26 USC Section 132(f). The maximum amount of the benefit which may be excluded from gross income under this code will follow the IRS threshold.

Employees using this program are charged monthly rental fees in order to cover costs of the vehicles, operation, maintenance and repair of the vehicles. Each employee vanpool will select a **Driver/Coordinator** who will be the primary contact with the program administrators, and vehicle caretaker. This individual may be the primary driver or any rider of that particular vanpool. Each vanpool will be operated under rule of the majority of the riders/drivers in that pool (consistent with Delaware laws, Executive Orders, and agency rules). The Fleet Administrator, whose decision will be final and binding, will adjudicate any disputes or conflicts not resolved by the riders/drivers.

All laws, rules and policies related to the operation of any State-owned vehicle will apply to the operation of all Fleet Link vehicles. The State of Delaware provides the vehicles, maintains insurance and seeks to ensure the safety of the drivers and riders.

It is the responsibility of both the Driver/Coordinator and the ridership to ensure the van is operated safely including driving the vehicle at posted speeds. Drivers who ignore the requests of the ridership to operate the vehicle in a safe manner will be subject to immediate suspension from the program. Ridership that ignores the unsafe use of the van, including speeding, will be held responsible and also subject to immediate suspension. A single safety violation may be sufficient cause to result in a suspension of the total ridership of the van for any period determined by the Fleet Administrator. When a vanpool is sent a written complaint concerning unsafe operation, a written response must be returned to Fleet Link within ten days. Failure to respond may also be cause for suspension of the driver/coordinator and the ridership. The Fleet Administrator will adjudicate and determine the duration of any suspension.

Fleet Link will be operated as a program under the administration of Fleet Services. Fleet Link will make every effort to market/maintain the program, provide safe vehicles and keep operating costs at a minimum. Fleet Link reserves the right to add to or delete items contained in this contract after a sixty (60) day written notice. The procedures and conditions of use are as follows.

## **Driver/Coordinator Responsibilities**

Any person who agrees to drive a Fleet Link vehicle, regardless of duration, must be legally licensed to operate a motor vehicle in Delaware and must have an Authorized Driver Designation Form (ADD) on file with Fleet Services.

The Driver/Coordinator must promptly report any violation related to the use or possession of any alcoholic beverages, narcotic drugs, chemical or controlled substance in violation of law, within the confines of the Fleet Link vehicle.

The Driver/Coordinator shall file accident/insurance reports when accidents occur, involving the Fleet Link vehicle, and shall use towing and/or repair services approved by Fleet Link.

The Driver/Coordinator shall notify Fleet Link where the vehicle is housed and any changes regarding the ridership within two (2) business days of such change. Such change in location must be approved by the Fleet Link Program.

The Driver/Coordinator will ensure that the vehicle is maintained and kept clean inside and outside at all times. Fleet Services will be notified immediately if there is maintenance or mechanical problems with any vanpool vehicle.

The Driver/Coordinator must ensure that an equitable fee distribution is maintained, terminations and adjustments are submitted to Fleet Link at least 60 days prior to the requested change and that all required paperwork is submitted to Fleet link timely. Fleet Link will evenly distribute any ridership fees to all vanpool riders on record when paperwork is not submitted timely by the Driver/Coordinator.

The vanpool fares will be periodically reviewed by Fleet Link and adjusted when necessary. The vanpool Driver/Coordinator must adjust individual fares when ridership fluctuates. Fleet Link will give the Driver/Coordinator sixty (60) days notice of any change in rates.

The minimum number of riders to maintain operation of a Fleet Link vehicle is four (4) full-time passengers. The Driver/Coordinator must maintain the minimum number of riders, however, never exceed the maximum number of riders for which the vehicle was designed.

The Driver/Coordinator will attend advisory meetings held by Fleet Link and keep all passengers informed.

## **Rider Responsibilities (This is all vanpool participants)**

Every rider should be aware that Fleet Link vehicles will be equipped with a tracking system that monitors location, speed, fuel consumption and mechanical condition.

Every rider must have an ADD form or an Authorized Passenger form (AP) on file with Fleet Link in order to be an approved rider. If any vanpool allows an unauthorized individual to ride the entire vanpool may be abolished.

Every effort should be made to notify the Driver/Coordinator if a rider will not be traveling on a given day. The Driver/Coordinator should notify a back-up driver as soon as possible if they will not be driving the van.

Conduct while riding on the vans will be conducive to the safe operation of the vehicle and sociable atmosphere. Disruptive behaviors will result in suspension of riding privileges or expulsion.

Fleet Link participants may not place license plates, stickers or markings on the vanpool vehicle. License plates, stickers or markings placed on the Fleet Link vehicles by Fleet Services may not be removed.

**Be on time.** It is the responsibility of all drivers/riders to be on time. Drivers will wait a maximum of three **(3) minutes** before leaving a pick-up site.

Each vehicle will be issued two sets of keys. There is no smoking permitted on the vanpools.

Ridership agrees that the coordinator will be responsible for making adjustments to any agreed payment amounts due to change in ridership status for any reason. Failure for timely submittal of any fee structure that is outside an even rider split, will result in the payment required being divided equally among riders.

## **Pre-tax/Post Tax Deductions**

Ridership agrees that as a mandatory condition of ridership all fees shall be collected through a pre-tax payroll deduction unless they exceed the IRS limits. Those expenses above the IRS limits shall result in a post tax deduction up to the limit for post tax deductions.

If a rider's pay check generates insufficient funds it shall be the rider's responsibility to make good the payment amount within 5 days.

Termination of ridership shall require a 60 day notice and all payments shall be for the month following the deduction.

**Eligibility**

All permanent part-time and full time State of Delaware employees are eligible to participate in the program.

Either party upon sixty (60) days written notice may terminate this agreement. In addition, this agreement will terminate automatically upon the occurrence of any of the following:

1. Termination of employment with the State of Delaware
2. Breach of the terms of this agreement

I have read and understand the Fleet Link Contract. I agree to be bound by its terms. I understand that breaching any of these terms will terminate my right to drive and/or ride a Fleet Link Vanpool.

---

Vanpool Number

---

Employee ID

---

Name

Home Phone

Work Phone

---

Home Address

City

State

Zip

---

Employer (Dept., Division)

---

Building Name

---

Employers Address

State Mail Code

---

Signature

Date

Revised: 01/12/2007

Document No.: 10-02-42-07-01-12